Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 1 of 37

Fill in this in	formation to identify the case:
Debtor 1	Kittery Point Partners, LLC
Debtor 2 (Spouse, if filing)	
United States	Bankruptcy Court for the: District of Maine
Case number	17-20316

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

P	art 1: Identify the Cl	aim					
1.	Who is the current creditor?	Bayview Loan Service Name of the current creditor University Other names the creditor university of th	or (the person or e	, ,	aim)		
2.	Has this claim been acquired from someone else?	No Ves. From whom?	Middlebury	Equity Partners, L	LC		
3.	Where should notices and payments to the creditor be sent?	Where should notices Bayview Loan Ser		r be sent?	Where should payn different) Bayview Loan S		
**************************************	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name 4425 Ponce de Le		Floor	Name 4425 Ponce De Number Street		
		Coral Gables	FL State	33146 ZIP Code	Coral Gables	FL	33146 ZIP Code
		City Contact phone 954-590		ZIP Code	City Contact phone 954-5	State 590-7623	ZIP Code
		Contact email			Contact email		
artificial despatements to the state of the		Uniform claim identifier for		nts in chapter 13 (if you us	,		
4.	Does this claim amend one already filed?	☐ No ☑ Yes. Claim numbe	r on court claims	s registry (if known) 2		Filed on 10/1	8/2017 / DD / YYYY
5.	Do you know if anyone else has filed a proof of claim for this claim?	No Yes. Who made th	e earlier filing?				

Official Form 410

Proof of Claim

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 2 of 37

6. Do you have any number you use to identify the debtor?	No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 6 7 7 3
7. How much is the claim?	\$
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. money loaned
9. Is all or part of the claim secured?	No Yes. The claim is secured by a lien on property. Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim. Motor vehicle Other. Describe: Real estate at 10 Lawrence Ln, Kittery Point, ME 03905 Basis for perfection: rec'd mrtge YCRD, BK 15234, PG 493/BK 15315 PG 80 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: Amount of the claim that is secured: 1,237,760.90 Amount of the claim that is unsecured: The sum of the secured and unsecured amounts should match the amount in line 7 Amount necessary to cure any default as of the date of the petition: 267,451.27 Annual Interest Rate (when case was filed) 14.00 % Fixed Variable
10. Is this claim based on a lease?	☑ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$
11. Is this claim subject to a right of setoff?	☑ No □ Yes. Identify the property:

Official Form 410

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 3 of 37

12. Is all or part of the claim entitled to priority under	☑ No				
11 U.S.C. § 507(a)?	☐ Yes. Chec				Amount entitled to priority
A claim may be partly priority and partly	Domes 11 U.S	tic support obligations (including C. § 507(a)(1)(A) or (a)(1)(B).	alimony and child support)	under	\$
nonpriority. For example, in some categories, the law limits the amount entitled to priority.		2,850* of deposits toward purchal, family, or household use. 11 l		erty or services for	\$
	bankru	, salaries, or commissions (up to otcy petition is filed or the debtor C. § 507(a)(4).	\$12,850*) earned within 18 s business ends, whicheve	0 days before the r is earlier.	\$
	☐ Taxes	or penalties owed to government	al units. 11 U.S.C. § 507(a)	(8).	\$
	☐ Contrib	utions to an employee benefit pla	an. 11 U.S.C. § 507(a)(5).		\$
	Other.	Specify subsection of 11 U.S.C.	§ 507(a)() that applies.		\$
	* Amounts	are subject to adjustment on 4/01/19	and every 3 years after that for	cases begun on or afte	er the date of adjustment.
Part 3: Sign Below		•			
The person completing this proof of claim must	Check the appro	opriate box:			
sign and date it.	am the cr	editor.			
FRBP 9011(b).		editor's attorney or authorized ag			
If you file this claim electronically, FRBP		stee, or the debtor, or their auth	• • •		
5005(a)(2) authorizes courts	lam a gua	antor, surety, endorser, or other	codebtor. Bankruptcy Rule	3005.	
to establish local rules specifying what a signature	Lundaratand the	t an authorized aignoture on this	Droof of Claim converses		dhad colona and actal attach the
is.		it an authorized signature on this aim, the creditor gave the debtor			
A person who files a fraudulent claim could be	I have evamine	I the information in this <i>Proof of</i>	Vaim and have a reasonah	le helief that the info	ormation le truo
fined up to \$500,000, imprisoned for up to 5	and correct.	The information in this F1001 of	Siaiiii anu nave a reasonau	ie belief that the init	imation is tide
years, or both. 18 U.S.C. §§ 152, 157, and	I declare under	penalty of perjury that the forego	ing is true and correct.		
3571.	Executed on da	te 11/13/2019			
	Exocated on da	MM / DD / YYYY			
		W 0 : F			
	/S/ Andre Signature	w W. Sparks, Esq.			
	Print the name	of the person who is completi	ng and signing this claim	:	
	Name	Andrew W. Sparks, Esc	, (ME Bar No. 3649)		
	Ivanie	First name	Middle name	Last name	
	Title	Attorney for			
	Company	Bayview Loan Servicing	ı, LLC		
		Identify the corporate servicer as	he company if the authorized a	gent is a servicer.	
	Addrono	One Monument Way	•		
	Address	Number Street		·····	·
		Portland	ME	04101	
	٠	City	State	ZIP Code	· · · · · · · · · · · · · · · · · · ·
	Contact phone	207-774-0317	Email	asparks@ddlav	w.com_
	•		_		

ITEMIZATION FOR AMENDED PROOF OF CLAIM

IN RE: KITTERY POINT PARTNERS, LLC United States Bankruptcy Court, District of Maine Case No. 17-20316

LOAN ENDING IN 6773

Principal	\$5.	50,045.37
Interest (Thru June 22, 2017)	\$2	17,296.81
Default Interest(thru June 22, 2017)	\$2	12,989.37
Escrow Advances	\$	8,671.06
Late Charges	\$	2,365.41
Corporate Advances: Attorney's fee	s/	
Property inspection fees/court costs	\$2	<u>48,758.29</u>
Total Debt:	\$1.2	37,760.90

Arrearage:

Payment due for December 1, 2011

As of June 22, 2017: 67 Payments @ \$3,991.81

Total arrearage: \$267,451.27

PROMISSORY NOTE

US \$600,000.00

Kittery, Maine March 1, 2005

FOR VALUE RECEIVED, KITTERY POINT PARTNERS, LLC, a Delaware limited liability company with an address of P. O. Box 148, Brattleboro, Vermont 05302 (the "Maker"), promises to pay to the order of MIDDLEBURY EQUITY PARTNERS, LLC., a Delaware limited liability company with an address of P. O. Box 25, Hinsdale, New Hampshire 03451 (the "Holder"), and its successors and assigns, the principal sum of Six Hundred Thousand and No/100ths Dollars (\$600,000.00).

Interest shall accrue on the unpaid principal balance hereof at the rate of Seven percent (7%) per annum.

The Maker will pay principal and interest by making payments every month, payable in arrears, on the first day of each month commencing on April 1, 2005 (the "Commencement Date"), at Post Office Box 25, Hinsdale, New Hampshire 03451, or any such address as the Holder shall notify the Maker. The Maker will make these payments every month until all of the principal and interest and any other charges described below that are due under this Note have been paid. The monthly payments will be applied to interest before principal. The unpaid principal hereof and any accrued but unpaid interest shall be due and payable in full on March 1, 2035 (the "Maturity Date") or such other date on which the Note is due and payable in full whether by acceleration or otherwise. To the extent not sooner paid, all remaining, principal, accrued interest, default interest, and any other unpaid fees, costs, or expenses due the Holders shall be due and payable in full on the Maturity Date. Payments under this Note are unconditionally due and payable and shall not be reduced by any right of offset or counterclaim.

Each of the monthly payments will be and Three Thousand Nine Hundred Ninety-One and 81/100ths Dollars (\$3,991.81). This amount may change subject to the provisions for default interest as contained herein.

Payment and performance hereof is secured by a Mortgage Deed, of even date herewith (the "Mortgage") made by the Maker in favor of the Holder upon certain real property and improvements thereon located at 10 Lawrence Lane, Kittery, Maine (neither this reference to such Mortgage nor any provision thereof shall affect or impair the absolute and unconditional obligation of the Maker to pay the principal and interest on this Note as provided herein), and other collateral as the Maker may hereafter grant, execute and deliver to the holder hereof (collectively referred to herein as the "Security").

Payment shall be deemed made when received by the Holder at Post Office Box 25, Hinsdale, New Hampshire 03451. Maker shall pay the Holder a Prepayment Penalty of two percent (2%) of any amount prepaid prior to the second anniversary of the Commencement Date.

If any payment due hereunder shall not have been paid within ten (10) days after the same is due (without Holder having to give any notice of any monetary default to Maker); if any other material agreement, covenant, or obligation of Maker herein contained shall be in default and shall not have been fully performed within ten (10) days after written notice of default has been mailed to Maker (addressed to the last known place of business of Maker); if Maker shall be in default of any material agreement, covenant, or obligation of Maker set forth in any other document executed in connection with the execution of this Promissory Note, without limitation, the Security Agreement and Mortgages of or about even date herewith, and such default shall not have been cured or fully performed within ten (10) days after written notice of default has been mailed to Maker; if Maker shall make an assignment for the benefit of creditors, or if a voluntary or involuntary petition in bankruptcy is filed by or against any Maker hereof (not dismissed or withdrawn within sixty (60) days of such filing); if a receiver of the property of any Maker hereof be appointed; if any Maker hereof shall cease doing business; if there is a change in control of, death or dissolution of any of the Maker;

Case 17-20316 Claim 2 Part 2 Filed 10/18/17 Desc Exhibit Note Page 2 of 4

or if all or any part of the property described in the Security or interest therein is sold or transferred by Maker without Holder's prior written consent, then this Promissory Note shall automatically and without further notice be deemed in default, and the entire unpaid principal, with accrued interest shall at the option of the Holder, become immediately due and payable. Holder's failure to exercise this option shall not constitute a waiver of the right to exercise this option in the event of any subsequent default.

During all periods of time during which this Promissory Note is in default for failure to make payment to Holder as required hereunder or for any reason whatsoever, the interest rate of this Promissory Note shall be increased by seven hundred (700) basis points. Such increased interest rate shall take effect: (i) without notice to Maker if such default is on account of a monetary payment obligations, or (ii) upon notice and the expiration of a ten (10) day cure period if the default is on account of any obligation other than a monetary payment obligations. Maker shall be responsible for curing such default(s) before all respective grace periods expire and for providing unambiguous written proof to Holder that such default(s) is cured, or such default(s) shall conclusively be deemed not cured.

In addition, if any payment (including amounts due on the Maturity Date or upon acceleration) owed hereunder shall not have been paid within ten (10) days of the due date thereof, Maker agrees to pay the Holder a late charge of six percent (6%) of such payment.

Notwithstanding any other provision(s) of this Promissory Note, Holder shall have the right to charge Maker all of its reasonable and necessary out-of-pocket expenses (including but not limited to reimbursement for time incurred by Holder or Holder's agents or employers) incurred in connection with the administration and monitoring of all provisions of this Promissory Note. Maker shall pay all costs for collection of this Promissory Note, including reasonable attorneys' fees: (a) if this Promissory Note shall be referred after default to an attorney-at-law for collection or other appropriate action; (b) if an action of foreclosure shall be instituted after default on this Promissory Note; or (c) in connection with any enforcement or defense of this Promissory Note or any other document executed in connection with the execution of this Note in any action or proceeding brought by any person or entity, including Holder or Maker.

Each party who is, or may become, liable on this Promissory Note in any capacity, hereby waives presentment, demand, notice of dishonor and protest, notice of extensions, modifications or alterations of the date or terms of payment hereof, and all surety defenses in the nature thereof and further consents to all extensions or modifications of the due date and terms of payment of this Promissory Note. No delay or omission on the part of the Holder shall operate as a waiver of such right or of any other right of such party, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or a waiver of the same or any other right on any future occasion.

The Holder of this Promissory Note has the right, upon any default by the Maker, to apply to any court of competent jurisdiction for a receiver of any rents, profits and/or other income relating to the Security.

In the event any monthly payment made by check is not honored by the Maker's bank for any reason whatsoever, said returned check shall incur a service charge of \$50.00 to cover the processing of said payment, in addition to late charges which may be due, and the replacement thereof shall be in certified or bank funds. In the event that a monthly payment due on account of this indebtedness is returned to the Holder for insufficient funds or any other such reason(s) on more than one (1) occasion, then the Maker shall be required to make all future monthly payments by bank or certified funds. Failure to follow this procedure shall constitute an act of default hereunder.

Notwithstanding anything herein to the contrary, the total interest charged on the principal amount owing hereunder from time to time shall not exceed the maximum amount allowed by law, and Maker shall not be bound or obligated to pay any interest hereunder in excess of such amount. If and to the extent the interest on this Promissory Note or any other payment required hereunder would exceed the maximum interest allowed by law, then to such extent, the excess interest payment(s) shall be deemed a partial prepayment of principal.

Case 17-20316 Claim 2 Part 2 Filed 10/18/17 Desc Exhibit Note Page 3 of 4

The Holder shall have the absolute right to sell and/or assign this Promissory Note and the Security, in whole or in part, and/or to enter into one or more participation agreements concerning this Promissory Note and the Security. If Holder gives written notice of any such sale(s), assignment(s) and/or participation(s) to Maker, Maker shall make payments to such subsequent holder(s) or participant(s), as the case may be, if Maker is provided with payment information by Holder.

Wherever the context shall so require, the singular and plural shall mean each other and the masculine, feminine and neutral genders shall mean each other. This Promissory Note shall be governed by the laws of the State of Maine.

THE MAKER ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS PROMISSORY NOTE IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ITS RIGHT TO NOTICE AND HEARING AS ALLOWED BY LAW OR ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER MAY DESIRE TO USE. FURTHER, THE MAKER HEREBY WAIVE(S), TO THE EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL VALUATION, APPRAISEMENT, HOMESTEAD EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS, NOW IN FORCE OR WHICH MAY HEREAFTER BECOME LAW. THE MAKER HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, THE BENEFITS OF TRIAL BY JURY, NOW IN FORCE OR WHICH MAY HEREAFTER BECOME LAW.

IN WITNESS WHEREOF, Maker has executed this Promissory Note on the date written above.

IN PRESENCE OF:

KITTERY POINT PARTNERS, LLC

Duly Authorized

Proposed Amended POC Page 8 of 37
ass 17-20316 Claim 2 Part 2 Filed 10/18/17 Desc Exhibit Note Page 4 of 4

Kittery Point Partners, LLC

Allonge to Promissory Note dated as of March 1, 2005

Reference is made to that certain promissory note of Kit tery Point Partners, LLC dated as of March 1, 2005, in the original principal amount of Six Hundred Thousand and 00/100ths Dollars (\$600,000.00), including any modifications, extensions or renewals (hereinafter the "Note"), to which this Allonge is affixed, and the undersigned hereby endorses such Note as set forth below and further acknowledges and agrees that this Allonge shall be affixed to the Note and deemed a part of the Note for all purposes.

Pay to the order of

without recourse.

MIDDLEBURY EQUITY PARTNERS, LLC.

Lawrence Enright, Duly Authorized Agent

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 9 of 37

Case 17-20316 Claim 2 Part 3 Filed 10/18/17 Desc Exhibit red Page 1 of 9

Desc Exhibit recorded Mortgage

STANDARD AND ARREST OF THE STANDARD FOR

STATE STATE

Belle Men John Thinness or at a

MORTGAGE DEED

KNOW ALL PERSONS BY THESE PRESENTS, that KITTERY POINT PARTNERS, LLC, a Delaware limited liability company with an address of Post Office Box [48, Brutilebure, Vermont 55302 (forcaster the "Montgaget"), in consideration of Ten and More Dullers push to the full subsidently MIDDLEBURY EQUITY PARTNERS, LLC, a Delaware Limited Liability for Company with a mailing address of Post Office Box 25, Hindale, Now Hompshire 03451 (the "Montgages"), by these presents, does lively GIVE, GRANT; SELL, CONVEY AND CONFIRM pute the said MIDDLEBURY EQUITY PARTNERS, LLC and its successors and subjust forever, a parest of land loosed at Kittery, York County, Maine, and more particularly described to lixhibit "A" anached horde (the "Real Property"), together with all buildings and improvements now or breafter rescribed flores on and ell apparturances from all permits and apparatus, fixtures and clusteds may or at any time hoteofter minoched to, pisced in or upon, or used in connection with the Real Property (the Real Property, buildings, permits, improvements and personally being hereinafter referred to as the "Montgaged Property").

TO HAVE AND TO HOLD the said granted Marigoged Property, with all-the privileges and appurtaments thereof, to the said Marigoges, to its own use and behave forever, and the said Morigoges, for itself and its accessors and assigns, that until the encoding of them presents, it is the sole owner of the Real Property in the simple, and have good right and title to convey the same in manner afterstal, that the Real Property is trans PROM EVERY-ENCUMBRANCIS, and it hereby angages to WARHANTAND DRIBND the same against all leavish claims whatever, except as alterwald.

THE CONDITION OF THIS DEED is such, that if the said Mortgager, its anecessors and sasigns shall well and truly pay or enuse to be puid to the said Mortgages, its successors and sasigns, in scandance with the terms and conditions thereof; a certain prondesory note assented by Mortgager dated of or about even date herewith, and payable to the said Mortgager, in the amount of Six Hundred Thousand and Not100 Deligas (\$600,000.00) (the "Note") and all tenses, replacements and refinencings thereof, and ell other sums sho Mortgager from Mortgager which are presently due or become due in the faints, and all other sums sho Mortgager from Mortgager and Mortgager, whather direct or indiced, absolute or confingent, including without the knitten any and all taxes, charges and expenses of every kind or description, legal feas and expenses puld or incurred by Mortgager under or with respect to the Mortgaged Property, the terms of this Mortgage and any officer instrument made by Mortgager or given to Mortgages to further source the delt sequed by this Mortgage, if Mortgager shall be rull and void, otherwise to be and remain in full force and effect.

Morigagor obveniant and agree with Morigages as follows:

- 1. Mortgagus tieroby grants to Mortgagee a accurity interest in that portion of the Martgaged Property to the extent it is transonal property which is or may be subject to Maine Halform Commercial Cade.
- 2. To pay the Note hereby secured and interest thurson, if any, as the same shall become due and payable and also any other includences that may arrive to the Morigages under the terms of this Morigage, or any other instrument given by Municiples to in their secure the indubtedness (proby secured.
- 3. That the Mostgager will protect and maintain or cause to be maintained in good order, repair and condition at all times the insidings and someones now atoming or horsefter exceed on the Mortgaged

EXHUBIT C-1





Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit
Proposed Amended POC Page 10 of 37
Case 17-20316 Claim 2 Part 3 Filed 10/18/17 Desc Exhibit recorded Mortgage
Page 2 of 9

Proposty, and any additions and anaprovements thereto, and the utility services, the parking areas and access roads, and all buildings, discuses and equipment and articles of parament proporty now or horoseter used in aconnection with the Mortgaged Proposty and subject to the iten of this Mortgage, promptly replacing any of the aforceast which may become lost, destroyed or unsulable focuse with other property of similar character.

- 4. That the Mortgagor will keep or onuse to be kept intured the Mortgagod Property and the interests and liabilities incident to the ownership thereof, including, without linkington, fire and casualty insurance, including extended coverage, and carry insurance against loss of randof income, and the use or occupancy of the Mortgagod Property, all as the Mortgago may implies and inminists, form, companies, sum and longels of terms satisfactory to the Mortgagoe; that all insurance policies are to be held by and, to the extent of its internals, ore to be for the hearist of and first payable in east of loss to the Mortgagoe, and the Mortgagor shall deliver to the Mortgagoe and new policy as replacement that may explain golley at least fifteen (15) days before the date of such expiration; that all amounts recoverable under may not be slotten of the Mortgagoe and in the event of a loss the amount collected may, at the slotten of the Mortgagoe, be used in any one or more of the following ways: (a) applied upon the Ridebtadness secured Mortgagoe, be used in any one or more of the following ways: (a) applied upon the Ridebtadness secured hereby, whether such indebtechess their be mainted or turnatured; (b) used to fulfill any of the coverants contained herein us the Mortgagoe may determine; (c) used to replace or restors the Mortgagoe Property and condition equivalent to that which existed prior to the durings or destruction of the Mortgagoe Property and satisfactory to the Mortgagoe; or (d) released to the Mortgagoe. The Mortgagoe is hereby interocably appointed by the Mortgagor or other enforcement of Mortgagor's constitute for the facelosure of this Mortgago or other enforcement of Mortgagor's constitute to the Mortgagor under this Mortgagor under this
- 5. That the Mortgogor will not commit or suffer any waste of the Mortgogod Property or any violation of any law, regulation or ordinance affecting the Mortgogod Property and will not commit or suffer any domolition, removal, match alterated of my of the buildings or improvements on the Mortgogod Property without the prior written consent of the Mortgogo, which consent will not be unreasonably withhold by Mortgogo, and will not violate nor suffer the violation of any restrictions, governants or agreements, if any, of record affecting the Mortgogod Property.
- 6. To pur before the same become delinquent or bufore any penalty for mon-payment citaches ibarain all taxes, exacustments and charges of every nature that may now or leavested be levied or assessed or by reason of non-payment become a lien prior to this Mortgage, upon the Mortgaged Property or any part thereof, whether may or all of said taxes, exacustments or charges to levied discury or indiscutly or as exclusionable to the Mortgages such cylidence of the due and punctual payment of such taxes, assessments, and charges as the Mortgages may require.
- 7. To pay all sums, which if not paid in a timely manner, may result in the imposition of a lian on the Marijaged Property and to pay all amounts due and perform all obligations secured by any subordinate lian or mortgage, parmitted by Mortgagee as hereinafter provided, on the Marigaged Property.
- 8. 'Vant if the Montgagorshall neglect or solve to keep or source to bekept in good regain the property referred to above in Scotlan 3, to replace the amous therein agreed, to include and pay or cause to be maintained and paid the promitted for increases which may be required shows under Scotlan 4 or to pay and discharge or cause to be discharged this taxes of whatever nature, escentions and charges of every nature and to whomever assessed, as provided for above in Scotlan 6, or to pay or event to be paid the same required by it to be paid and perform or cause to be proformed above in Scotlan 7, the Montgage may, at its detailor, cause such repairs or replacements to be made, obtain such insurance or pay add taxes, assessment, charges and turns, and any amounts paid as a result forces, together with interest thereon at the Default it ate (as defined in the Note) from the date of such payment, shall

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 11 of 37

Case 17-20316 Claim 2 Part 3 Filed 10/18/17 Desc Exhibit recorded Mortgage Page 3 of 9

be immediately due and psychia by the Montgager to the Montgages, and until path shall be added to and become a part of the pethodyal dubt secured hereby, and the same may be collected as a part of sold principal debt in any sult here on or upon the Note.

p. That any and all awards and awards hereitofore made and hereafterto be made by any public or quasi-public authorities to the cowars of the Mortgaged Property, including any award or awards for any change or chenges of grade of streets affecting said Mortgaged Property, are lively assigned to the Mortgages, and the Mortgages, at the election, is hereby authorities making the same and to give proper receipts and acquitesnoss therefor, and may, at the Mortgages's election, use such proceeds in any one or more of the following ways: (a) upply the same or any part thereof to the indubtedness acquired hereby, whether such indubtedness than be matured or ununstured; (b) use the same or any part thereof to fulfill any of the covenants contained herein as the Mortgages may electrated; (c) use the same or may part thereof to replace or restore the Mortgaged Propany to a condition substantially equivalent to the condition of the Mortgages (r) reporty puter to the action (tiving rise to the payment of the award and attisfactory to the Mortgages (r) (d) release the same to the Mortgager. The Mortgager hereby covenant and eight instruments sufficient for the purpose of assigning the aforeanid award and avaids to the Mortgages free, clear and discharged of any and all ancombrances of any kind or nature whetscover.

10. That upon request Mortgager will easign to the Mortgager as additional enoughly for the Note, the Mortgager's interests in any or all leases, apprentiate, contents, tienness and permits affecting the Mortgager Property, such assignments to be made by Instruments in form salisfactory to the Mortgager and sutherfalling the Mortgager in the event of functionary, to sail and assign said hierosts to the purchaser at forestesses, but no such exclusively inclined as a consentry the Mortgager to any lease, agreement, contract, license or normal so essigned, or to impose upon the Mortgager uny obligation with respect thereto.

11. That the Mongagor will execute and deliver to the Mortgague, in forms satisfactory to the Mortgague, financing statements and such further assurances as the Mongague may from time to time reasonably consider naccessary under the laws of the State of Mains to areate, perfect and preserve the lien hereof upon the Mortgagar hereof upon the Mortgague Prophry licetin described or diseased to be subject better and assurances and this authorize the Mortgague to cause such statements and assurances and this Mortgague Deed to be filled out refliest, recorded and re-recorded, registered and re-respicted at such times and places as may be equified by law to so create, perfect and preserve the lien hereof upon such Mortgagued Property.

12. That upon any default in the payment of the indebtedness hereby secured, or in the payment of the faxes, assessments or charges aforeand, or if years be committed or permitted on or improvements removed from the Mortgages Property without the prior written consent of the Mortgages, or upon buy default in the performance or observance of any other covenint, term, or requirement hereunder, the entire indebtedness hereby accurate shall also become the and payable and this Mortgage subject to forceloure. The entire indebtedness secured hareby shall also become intuited due, at the election of the Mortgages, if (a) by order of a count of competent jurisdiction a receiver or liquidator or trustee of the record owner of the Mortgaged Property shall be appointed and shall not have been discharged within sixty (60) days, or if by decrease and nearthy about owner shall be adjudiceted bankrupt or facebant and within sixty (60) days, or if by decrease and instayed for thirty (30) days after the entry thereof, or if a public to trunganize such owner pursuant to the Pederal Bankruptay Code or any other similar statute applicable to such owner and shall not be dismissed within one hundred twenty (120) days after such filing; (b) if such owner shall like a polition in voluntry bankruptcy under any provision of any bankruptcy law or shall consent to the filing of any

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit
Proposed Amended POC Page 12 of 37
Case 17-20316 Claim 2 Part 3 Filed 10/18/17 Desc Exhibit recorded Mortgage
Page 4 of 9

bankroptey or reargenization putition under any such law, or if (without limitation of the generally of the foregoing) such owner shall file a polition for an arrangement or to successive such owner pursuant to the Foders! Rankruptcy Code or any other similar statute applicable to such owner, as now or horselter in effect; (a) if such owner shall institute any proceeding for its dissolution or liquidation, or shall make an assignment for the bonoffs of oreditors, or shall admit in writing inability to pay his or its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidater of such owners (d) if any upper, statement, representation or warranty made by Montgager shall default in the performance of their material respects as of the tinte when under or (e) if Montgager shall default in the performance of their material abligations under the Note or any lien or mortgage encumbering the Montgaged Property, whether such lien or mortgage be subordinate or superior to this Montgage.

material obligations under the rote or any tien or mortgage entirementing the ratingage at reperty, whether such lies or mortgage about rate of the sums due Mortgage and accured by his Mortgage to be immediately due and payable, and, subject to applicable his and a hours notice the Mortgage to be immediately due and payable, and, subject to applicable his and a hours notice the Mortgage to be immediately due and payable, and, subject to applicable his and a hours notice the Mortgage and control to annound conduct the leadurest therefore and and Mortgaged Property of Mortgage about the Mortgage abild dear some of the Mortgaged Property by the Mortgage about the deemed to infringe upon of dividish the Mortgaged Property of Mortgage and the deemed to infringe upon of dividish the Mortgaged Property of Mortgage and the deemed to infringe upon of dividish the Mortgaged Property of Mortgage and the Mortgage abild deem do to the Mortgaged Property of Mortgage and the American and the mortal and th

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Claim 2 Part 3 Filed 10/18/17 Page 13 of 37

Case 17-20316 Page 5 of 9 Desc Exhibit recorded Mortgage

possession of the Mortgaled Property and thereupon the Manager and the Mongeleo shell be restored in their former position and rights horounder in respect to the Montgaged Property, but no such surrender shall extend to are offent any subsequent default ar impair any right consequent thereon. Any excess funds bold by oktand to ar affert any subsequent default or impsirent right consequent thereon. Any excess funds bold by the Mortgagee after surrender of the Mortgagee Property to Mortgagee after sprovided herein shall be returned to the Mortgagee. Property to Mortgagee of the rights hereins above in this paragraph contained, the Mortgagee shall not be required to valve any whar rights which it may have acquired by roason of any prior default of the Mortgagee, including but not that this the right of acceleration and forcolosure, to the end that, unless the Mortgagee to cleats, the Mortgagee is not required to come past to faults with the not prescede received from the operation of the Mortgaged Property under an exercise of the rights granted in this paragraph, but may instead elect to apply such not proceeds to the debt, as accelerated. The provisions of this paragraph, but may instead elect to apply such not proceeds to the debt, as accelerated. The provisions of this paragraph are supplementary to the rights granted by Inw to the Mortgages to enter upon and take possession of the Mortgagee Property or any spit thereof for breach of condition of this Mortgage and twe forceless the same. Anyone desting with the Mortgagee may rely concluded by one conflicate by the Mortgagee that any notice of deathlt required by the Mortgage that any notice of deathlt required by the paragraph was given to the Mortgageor and that the action could be accepted. provided that such certificate is carrect.

- 14. That the Marigugar shall have the right to contest by appropriate logal proceeding, but without court or expense to the Mortgagee, the validity of any laws, ordinances, order, rules and regulations affecting the Mortgaged Property if compliance therewith may legally be held in abeyonce without the incurrence of any charge, iten or liability against the Mortgaged Property, and the Mortgager may postpone compliance therewith until the limit distraination of any each proceedings, provided the processored with the distract the limit distraination of any across incurred, the Mortgager may, nevertheless, make the contest and delay compliance, provided the Mortgager is furnished with security, reasonably satisfactory to it, against any less or injury by reason of such compliance or delay.
- That in the event of Mortgagor's sale, conveyance, transfer or other disposition, whether 15. That in the event of Mortgagor's sale, conveyance, transfer or other disposition, whether valuntary or by operation of law, directly or indirectly (including, wnfrom limitation, by a sale, conveyance, transfer or other disposition of all or any shares afstock, beneficial interests, particulable interests or any other ownership interests in Mortgagor), of all or any pystion of the Mortgagod Property, or of any right, title or interest therein, including, without limitation, the impusition of any mortgage, list, exceembrance, or least, even though it be completely subject and subcritinate to this Mortgago, or the consenting to or releasition of any easument or right of way benefitting or encumbering the Mortgagod Property, without the prior written consent of the Mortgagod, which consent may be granted or withhold in the solo discussion of the Mortgagod, which we declare the called monthly below to be immediately due and the Mortgages may, at the visulian, declare the salice unpaid halance of the Note to be immediately due and payable, together with interest and all other sums due Mortgages and excursed by this Mortgage.
- That no part of the innecests of the loon accured hereby will be used for the purpose (whether immediate, incidental or ultranity) of purchasing or carrying any margin atock, as such terms are defined in Regulation G (12 CPR part 207) of the floard of Governors of the Federal Reserve Systemers for the purpose of reducing an colleing any indebtedness which was originally incured for any such purpose.
- 17. Por purposes of this Mortgoge the term "Havandaus Materials" as used in this Mortgage shall mean any substance united to include all its manufacture, use, generation, scorage, transportation or disposal of mean any superance anazor manoran me manuscaure, use, goneranen, storoge, transportation or disposat of which is controlled by ar subject to regulation under any federal, sinte ar municipal status, fully law, regulation, ordinance, directive, order or decision including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as unanded (42 U.S.C. Sections 960) as Savigation, include Morigagor nor any after tensonable investigation, neither Morigagor nor any after tensonable investigation, neither Morigagor nor any after tensonable investigation. owner of this Mortgaged Property has disposed of, produced, iterated, handled, manufactured or used, stored on or transported to ut from the Mortgaged Property any Hazardovs Materials in any manner which violates

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 14 of 37

Proposed Amended POC Page 14 Case 17-20316 Claim 2 Part 3 Filed 10/18/17 Desc Exl Page 6 of 9

Desc Exhibit recorded Mortgage

federal, state or municipal laws, ordinances, rules, rejudicions, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or dispend of Hazardous Metarials. Morigaged shall not acuse or pormit the Morigaged Property to be used to gesetate, manufacture, refinement, transport, treat, stora, handle, dispose, transfer, produce or projects literardous Metarials, ecops in compliance with all applicable federal, since and lead leves or regulations, or shall the Morigager cause or pennit, as a result of any intentional or unintentional set or omission on the past of Morigager cause or pennit, as a result of any intentional or unintentional set or omission on the past of Morigager acuse of Hazardous Materials and the Morigager invested by Morigager investigated trajecty of end only of the property which is not differed over or corrected by Morigager investigated trajecty of end to the foliager shall defend, indennify and held harmless Morigages, its employees, against, officers and directors, from and aguitate any claims, chanada, ponaltice, fines, liabilities, actilements, damages, couse or exponence of whatever kind or nature, knew or unknown, configent or otherwise, arising out of, or in any way related to the presence, disposal, telegac or threatened or potental artisting out of or related to each Hazardous Materials located by Morigaged Property, any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials including, without limitation, costs of investigation and inheratory ites, nitomey and Morigaged Property pursuant to the tonus of this Morigage, Morigager shall deliver the Morigaged Property pursuant to the tonus of this Morigage, Morigager shall deliver the Morigaged Property to Morigager free of uny until all Hazardous Materials.

- 18. In case any one or more of the provisions of this Mortgage are held to be invalid, flegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.
- 19. No consent or valver, express of implied, by the Martgages to or of any default by the Martgager shell be construed as a consent or valver to or of any other default. The words "Martgager" and "Martgager" used beroin mean the periles named herein as such and their respective heirs, executors, administrators, successors and assigns; and all obliquious of the Mortgager herewider and under the Note secured hereby shall be blinding upon the Murtgager and the purely shall be blinding upon the Murtgager.
- 20. This mortgage is on the STATUTORY CONDITION and upon its further condition of full and seasonable compliance of the Mentages with all of the preceding terms, conditions, devenants and agreements, for any breach of which: (a) the Mortgages shall be in definite hereineder, (b) fire Mortgages a shall have the right of furcelessare and may and all other rights and remedies given to a untilingue and secured party bunder the law of Maine, this Mortgage and any document it seemest and, (c) the Merigages and its queens of an assign while also have the STATUTORY FOWRIR OF SALE pursuant to applicable provisions of Titles and saligns whall also have the STATUTORY FOWRIR OF SALE pursuant to applicable provisions of Titles and any of the Maine Ravival Statutes of 1904, as sold statutes have been and shall be amended, and in connected it any agricultural purphase. No remedy herein conferred on the Mortgages is intended to be exclusive of any other comedy and such and every remedy shall be committed as a failure or now or hereafter existing. The failure to exercise any righter remedy shall in no event be capitated as a waiver or rolesse therent. Any failure by the Mortgages to insist upon and approximance by Mortgager of any or the terms or provisions of this Mortgage shall into the deemed to be a waiver of any terms or provisions of the Mortgage and the Mortgage shall into the dight thereafter to insist upon a file performance by Mortgager of any and all of such terms and provisions.
- 21. This Mortange and all of the instruments referred to be rolls and secured hereby shall be deemed to be a sourced made in and governed by the laws of the State of Maine.

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Case 17-20316 Page 7 of 9

> The Manganae may, from time to time, upon twenty-four (24) hours prior notice to Murtgagor, inspect the Marigaged Property.

> 23. All autenoma, representations and information provided to Marigages by Marigages in connection with the transaction, of which this Marigage and the instruments refured to berein form a part, were true when delivered to Marigages and there have been no abunges in the condition, financial or otherwise, of Marigages time the etherness, representations were unade and information delivered to Marigage, other than changes in the ardinary course of husiness which have not, in the aggregate, been materially sulvered. There are no facts which the Marigages can now foresee, is reasonably likely to which materially and adversely infect nor, so far as the Marigages can now foresee, is reasonably likely to prove to affect materially and adversely the business, operations, properties, prospector, profits or condition from a fact materially and adversely the business, operations, properties, prospector, profits or condition funancial or otherwise) of the Marigages or the sublity of the Marigages to per form its obligations under the Note, this Marigage Dend, or any instrument referred to barelo.

(Signature Appears on the Pollowing Pape)

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit
Proposed Amended POC Page 16 of 37
Case 17-20316 Claim 2 Part 3 Filed 10/18/17 Desc Exhibit recorded Mortgage
Page 8 of 9

<i>}·</i> ~\	
/	
	IN WITNESS WHITREOF Mortgager has executed this Mortgage Dead us of the 1th day of Merch, 2005.
	In Prishnch of: Kittery Point Partners, i.e.
	Ruseman J. 17 Rave.
	Wilmess Print State: Dartie Systa
	STATE OF MAINE- NI-
	COUNTY OF YORK, 88. CHEST IT (-) A 1/1/10/15 and County and State the 2.7th day at Chest I 2005 agreements.
	Af Killier, in suid County und State, this Z? hay of County. 2005, personally appeared New 16 1 545. 10 and he acknowledged this instrument, by him signed, to be his free not and deed of Kittery Point Fariners, LLC.
	P -Palan
.	Before mo, M. A. 1 P. M. Chen, V. of Bleet. (Soul)
	Notice commission issued in Classification County Myconomission explices:
	My constitution expires: **ROBEMARY LEGITARD **Notary Public - Now Hempeline My commission Expires Corolar 24, 4000
(3)	My Compilabo Bupiles Cotony 24, 2000
·)·	My Goministabin Bupties Corobut 74. 2400
)	kty Gominšíaka n Baptias Colobut 74. 2400
	kty Gominšíaka n Baptias Corobat 74, 4400
	My Comissabin Buptes Cotobus 24, 2400
	My Comitific theplas Cotobar 24, 2400
	My Comitific Menter Colors 24, 2400
	My Comitifición Bupties Cotobor 24, 2400
	My Comitifición Briptica Cotobor 24, 2400
	My Comitiva i Explos Catalar 24, 2400
	My Comitiva i Buptes Catala 24, 2400
	My Comissala a Baptas Cotobas 24, 2000
	Aty Comministr Brightes Cotology R4, \$4000
	My Comitishin Chuttes Cotoner R4. 4000

Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Case 17-20316 Doc 245-1 Proposed Amended POC Page 17 of 37
Claim 2 Part 3 Filed 10/18/17 Desc Exhibit recorded Mortgage
Page 9 of 9 Case 17-20316 BXHIBUTA A cortain place or parcel of land climited in Killery Point, in the Town of Killery, County of York and State of Maine, constiting of land with certain buildings thereon, bounded and described as follows: Deginning at a point on the Wasterly aldeline of Lowrence Lann, according, themse running in a Southwesterly simulion by land now of formerly, of Storm G. Desatur to the Placetonua Rivers thence running generally Gasterly by said River to find now or formerly Gasterly by said River to find now or formerly by find now or formerly of William W. Howells und Lawrence Lane to the point of beginning.

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 18 of 37

Proposed Amended POC Case 17-20316 Claim 2 Part 3 Filed 10/18/17

Desc Exhibit recorded Mortgage

Page 1 of 9

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MORTGAGE DEED

KNOW ALL PERSONS BY THESE PRESENTS, that KITTERY POINT PARTNERS, LLC, a Delaware limited liability company with an address of Post Office Box 148, Buttleburg, Vermont 05302 (bereafter the "Mortgager"), in consideration of "Yen and More Dullers pulk to its full earligheston by MIDDLEBURY ROUTTY PARTNERS, LLC, a Delaware Limited Liability Company with a mailing address of Post Office Box 25, Himshie, New Hompshire 03451 (the "Mortgagee"), by these presents, does irrely GIVK, GRANT; SELL, CONVEY AND CONVIRTM unto the said MIDDLEBURY ROUTTY PARTNERS, LLC and its successor and susigns forevier, a parest of land located at Kittery, York County, Maine, and more particularly described in Exhibit "A" anached hereto (the "Real Property"), together with all buildings and improvements now or hereafter exceled thereon and all apparences thereto, all permits and apparatus, fixtures and climited may or at any time haraster attached to, pieced in or upon, or used in connection with the Real Property (the Real Property, buildings, pennits, improvements and parametry being hereinafter referred to as the "Mortgaged Property").

TO HAVE AND TO H(31.1) the said granted Mortgoged Property, with all-the privilegus and appurtangues in the real Mortgoges, for itself until is necessors and assigns, coverent with the said Mortgoges, and the saccounts and assigns, that until the canceling of these presents, it is the sole owner of the Roal Property in Itselfuple, and have good right and title to convey the same in manner afterstaid, that the Real Property is IRBB FROM EVERY-ENCHMERANCE; and it hereby angages to WARHANT AND DEFEND the same against all leavist claims whatever, except as pibrocald.

THE CONDITION OF THIS DEED is such, that if the said Marigage, its successors and assigns shall well and truly pay or enusu to be paid to the said Marigage, he successors and assigns, in accordance with the terms and conditions thereof; a certain promisers note according by Marigagor deted of or shout with the terms and conditions thereof; a certain promisers note according to the following the content of the knowledge of the wall of the said Marigage, in the amount of the Marigagor deted of Newlood Dollars (5600,000,000) (the "Note") and all casewis, replacements and refinencing thereof, and all other curs due Marigagor from Marigagor which are presently due or become due in the falves, and all other present or future utilizations of Marigagor due Marigages, whicher direct or indicot, absolute or contingent, including without limitation any side all taxes, darkeyers and expenses of every kind or description, legal feet and expenses paid or incurred by Marigagor under or with respect to the Marigage Property, the terms of the foregage and any other instrument note by Marigagor or given to Mortgaged Property, the terms of the foregage and any other instrument note by Marigagor or given to Mortgages to further according to be kept and performed by Marigagor contained in this Mortgago Deed, then this Marigage shall be mail and void, otherwise to be and remain in this force and effect.

Morigngor opveniunt and agree with Marigague as follows:

- i. Morigagen hereby grants to Morigageou accurity intenst in that portion of the Marigaged Property to the extent it is transonal property which is or may be subject to Maine Uniform Commercial Code.
- 2. To pay the Note hereby secured and interest thurson, if any, as the same shall become due and payable and also any other induled toss that may accure to the Mortgages under the terms of this Mortgage, or any other instrument given by Muriquijor to in their secure the indubtedness hereby secured.
- 3. That the Mortgager will protect and maintain or cause to be maintained in good order, repair and condition at all times the incidings and sometimes now standing or bureafter exceed on the Mortgaged

EXHIBIT C-1





Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 19 of 37

Case 17-20316 Claim 2 Part 3 Filed 10/18/17 Desc Exhibit recorded Mortgage Page 2 of 9

Proporty, and any additions and argrovaments thereto, and the utility sorvices, the parking areas and access roads, and all buildings, lixtures and equipment and articles of parament proporty now or hereafter used in connection with the Morigaged Proporty and subject to the lieu of this Morigage, grompily replacing any of the aforesoft which may become lust, declarated or unsulable focuse with other property of similar character.

- 4. That the Mortgagor will keep or esume to be kept insured the Mortgaged Property and the interests and lishibite incident to the ownership thereof, including, without finitation, fire and casualty insurance, including extended coverage, and carry insurance against loss of rantal fineams, and the use of occupancy of the Mortgagod Property, all on the Mortgages may require and in number, form, companies, sum and laught of tenus satisfactory to the Mortgages; that all insurance publicles are to the both hy and, to the extent of its interests, are to the for the hoursh of and first payable in case of least the Mortgagos, and the Mortgagos shall dollver to the Mortgagos are we policy as replacement in any explaing policy at least fifties (1.5) days before the data of such expiration; that all immunits recoverable under any policy are horeby assigned to the Mortgagos and in the event of a loss the amount ordered army, at the election of the Mortgagos, be used in any one or more of the following ways: (a) applied open the fidebiashness secured hereby, whether such indebtedness that he matured or translated; (b) used to fulfilliary of ecoverants contained herein as the Mortgagos may determine; (c) used to replace or restore the Mortgagod Property and condition equivalent to that which existed prior to the duragogor. The Mortgagod Property and satisfactory to the Mortgagos; or (d) released to the Mortgagor. The Mortgagod Property and calling the Mortgagor or other enforcement of Mortgagor's remedies for the factors of the Mortgagor or other enforcement of Mortgagor's remedies for the factor when the Mortgagor or other enforcement of Mortgagor's remedies for the factors.
- 5. That the Mortgagor will not commit or suffer any waste of the Mortgaged Property or any violation of any law, regulation or cultinance affecting the Mortgaged Property and will not commit or culting the Mortgaged demolition, removal, material alteration of any of the huidings or improvements on the Mortgaged Property without the prior written consent of the Mortgagee, which consent will not be unreasonably withhold by Mortgaged, and will not violate nor cultor the violation of any restrictions, coverants or agreements, if any, affected affecting the Mortgaged Property.
- 6. To pay before the same become definitured or buffer any penalty for some payment clitches thereto all taxes, exactaments and charges of every nature that may now or introduct be levied or assessed or by reason of non-payment become a lien prior to this Mortgage, upon the Mortgaged Property or any part thereof, whether my or all of said taxes, excessments or charges to levied directly or indirectly or as excise taxes or as income taxes, and will thereupta submit to the Mortgages such cytioness the due and punctual payment of such taxes, assessments, and charges as the Mortgages may require.
- 7. To pay all sums, which if not paid in a timely manner, may result in the imposition of a lisn on the Maxineged Property and to pay all amounts due and perform all obligations accurately any autoordinate lien or mortgage, permitted by Mortgagee at hereineffer provided, on the Mantgaget Property.
- 8. That if the Mortgagor shall regicet or roluce to keep or coince to bekupt in yood regale the property referred to above in Section 3, to replace the same as therein agreed, to include and pay or batter be maintained and paid the promisering for invarance which may be required shown under Section 4 or to pay and discharge or course to be discharged all taxes of whatsoever nature, assessment and charges of every nature and to whomever massaced, as provided for above in Section 6, or to pay or course to be performed required by it to be paid and perform or unus. To be performed the obligations required by it to be paid and perform or unus. To be performed the obligations required by the or made, obtain above in Section 7, the Mortgagor may, at its alcalion, cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments, charges and some, and any amounts paid as a sesuit thereof, together with interest thereon in the Taxing it in the (as defined in the Note) from the date of such payment, shall

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 20 of 37

Case 17-20316 Claim 2 Part 3 Filed 10/18/17 Desc Exhibit recorded Mortgage

Page 3 of 9

be immediately due and payable by the Mortgager to the Mortgagee, and until putil that he added to and become a part of the principal dubt seemed hereby, and the same may be collected as a part of sold principal deht in any suit hereon or upon the Nois.

- 9. That any and all award and awards heretofore male and hereafterto be made by any public or quasi-public authorities to the owners of the Morigaged Property, including my award or awards for any change or changes of grade of stroots affecting said Morigaged Property, as increby assigned to the Morigageo, and the Morigageo, and the Morigageo, and the Morigageo, at its clotton, is increby authorized, discoled and orangement as collect and receives the proceeds of any such award and awards from the subhorities making the same and to give proper the subhorities making the same and to give proper the subhorities and the same and to give proper the subhorities and the same and the give proper the same and the give proper that the same and the give proper the same and the give proper than the same and the give property and the give prope receive the proceeds of any such award and awards from the substribes making the same and to give proper receipts and acquitations therefor, and may, at the Mortgagee's elsellon, use such proceeds in any one or more of the following ways: (a) upply the same or any part thereof. to the insibilities secured hereby, whether such indubtedness then be instruced or unstatued; (b) use the same or any partitions of of this coverants contained herein as the Mortgagee may determine; (c) use the same or any partitions of the feed severants contained herein as the Mortgagee may determine; (c) use the same or any partitions of the replace or restors the Mortgaged Proparty to a condition substantially equivalent to the condition of the Mortgaged Proparty infor to the settion giving rise to the payment of the award and and and and and self-active may and of assignments and other instruments of the Mortgagee, to make, oxecute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesald award and awards to the Mortgagee free, clear and discharged of one and all ancombrances of any kind or nature whatsaver. discharged of any und all encombrances of any kind or nature wholsoever.
- 10. That upon request Morigagor will assign to the Morigagor as additional sociality for the Note, the Morigagor's interests in any or all leases, agreements, contacts, ticanses and permits affecting the Morigagor Property, such assignments to be made by instruments to force salisfactory to the Morigagor and sutherfalling the Morigagor in the even of furctionary, to sail and assign and hierarch to the purchases at forcelosure, but no such assignment shell be construed as a consently the Morigagor to any lease, agreement, contract, ilconse or permit so assigned, or to impose upon the Morigagor any chilgalium with respect thereto.
- 11. That the Mortgegor will execute and deliver to the Mortgegor, in forms satisfactory to the Mortgegor, financing statements and such fluther assurances as the Mortgegor may from time to time reasonably consider mecosary under the laws of the State of Make to areale, purect and preserve the lien hereof upon the Mortgaged Property levels described or intended to be subject hereof and the Mortgager authorize the Mortgages at the expense of the Mortgager to cause and valentees and assurances and this Mortgage Dood to be filed and reflied, recorded and registered, registered and re-recorded, registered and re-recorded and fisces an may be equited by him to so create, perfect and preserve the lieu hereus upon such Mortgaged Property.
- That upon any default in the payment of the indebtedness hereby secured, or in the payment 12. That upon any default in the payment of the indebtedness nerany source, or in no payment of the frace, assessments or charges aforesaid, or if years he committed or pendited on or improvement removed from the Mortgaged Property without the prior written densent of the Mortgaged, or upon any default in the performance or observance of any other coveraint, term, or enquirement hereunder, the califor indebtedness hereby secured shell, at the election of Mortgage, become due and payable and this Mortgage indebtedness hereby secured indebtedness secured bareby shall also become intendedictely due, at the subject to Incolorance. The online indebtedness secured bareby shall also become intendedictely due, at the clesion of the Mortgagee, in (a) by order of a court of competent jurisdiction a receiver or liquidator or unstee of the record owner of the Maragged Property shall be appointed and shall not have been discharged within sixty (61) days, or if by decrease and owner shall be adjudicated bankrupt or insolvent and within sixty (ist) they, of it by decrease such court auch owner shall be adjudicated bankupt or intervent and such decreasinal continuous to be undischarged and unstayed for thirty (30) days after the entry theteof, or if a polition to runganize such owner pursuant to the Pederul Bankuptey Code of any other similar statute applicable to such owner and shall not be applicable to such owner and shall not be dismissed within one hundred twenty (130) days after such filing; (b) if such owner shall file a polition in voluntary hunkruptcy under any pravision of any hunkruptcy law or shall content to the filing of any

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 21 of 37

Proposed Amended POC Page 21 of 37
Case 17-20316 Claim 2 Part 3 Filed 10/18/17 Desc Exhibit recorded Mortgage

Page 4 of 9

bankroptey or reorgenization putition rander my such law, or if (without limitation of the generality of the foregoing) such owner shall file a polition for an arrangement or to reorganize such owner pursuant to the Foderal Rankruptcy Code or any other similar statute applicable to such owner, as now or horselter hadfeet; (a) if such owner shall institute any proceeding for its dissolution of liquidation, or shall make an estimate for the bandit of oroditors, or shall admit in withing institute to pay his or its debugenemity as they become due, or shall ament to the appointment of a receiver or trustee or liquidator of such owner; (a) if any supers, statement, representation or warranty made by Montgager to Montgager was not true and popurate in oil material respects as of the clate when under or (c) if Montgager shall definit in the performance of their material abligations under the Note or any lien or mortgage encumbaring the Montgaged Property, whether such lien or mortgage be subordinate or superior to this Montgage.

material obligations under the Note or any lien or mortgage accumbating the Mortgage Aroparty, whether such lier or mortgage beauty of the sums due Mortgage.

13. That whenever and an ideal group debut hersunder shall oxist, the Mortgage shall have, at its clockion, the right to declore all of the sums due Mortgages and secured by his Mortgage to be immediately the and payabla, and, subject to applicable his and as hours activate Mortgage and secured by his Mortgage to be immediately the and payabla, and, subject to applicable his and as hours activate manage and centrel the mainess thereof and cellect the manta and profits therefrom a nike Mortgage shall does neat to you can be an in the Mortgage of Property to Mortgage shall does neat to you can the Mortgage Property by the Mortgage shall be desmad to infinge upon of diminish the Mortgage of Property and the Argage of Property of Mortgage of Property of the Mortgage of Property of the Mortgage of Property and the spanse of the Mortgage read and the repair, replacements, alternations, additions, and in expanse of the Mortgage of Property as the Mortgage while determine. Alternate and profits from the Mortgage of Property of conducting the business thereof, of all intelligenates thereof, of all repairs and proven of the Mortgage of Property or conducting the business thereof, of all repairs and profits from the Mortgage of Property or conducting the business thereof, of all repairs and reasonable of the property and the property of the pay for the work of the payable of the p

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit

Proposed Amended POC Page 22 of 37
Case 17-20316 Claim 2 Part 3 Filed 10/18/17 Desc Exhibit recorded Mortgage
Page 5 of 9

possession of the Mortgaged Property and the tempon the Mortgager and the Mortgages shall be restored in their former position and rights herented in respect to the Mortgaged Property, but no attach surrounder shall extend to an affect any subsequent default or impoir any right consequent thereon. Any excess funds hold by the Mortgager and respect to the Mortgager approvided herein shall be returned to the Mortgager. Provided, however, that in the extends by the Mortgager of the sights hereinshabove in this paragraph controls; the Mortgager shall not be required to waive any other rights which it may have acquired by reason of any prior default of the Mortgager, including but not limited to the rights may have an discontinuous the mortgages is not required to control of the mortgages is not required to control of the line not preaced a received from the operation of the Mortgages is not required to control of the mortgages in the proceeds in the few may instead elect to apply such not precede to the debt as accelerated rights granted in the paragraph are supplementary to the rights granted by how to the Mortgages to enter upon and take possession of the Mortgages (repeny or any per thereof for breach of condition of this Mortgage and to force lear the sound. Anyone dealing with the Mortgager may rely consistively upon a cartificate by the Mortgager takes of the Mortgager to the count of the Mortgager and the continuous of the Mortgager to core the default was not taken or processed as provided herein, provided that anoth certificate is correct.

- i.4. That the Marigugar shall have the right to contest by appropriate logal proceeding, but without cast or expense to the Morigagee, the validity of any lave, ordinances, orders, rules and regulations affecting the Morigaged Property if compliance therewith may legally be held in abeyonce without the incurrence of any charge, iten or liability against the Morigaged Property, and the Morigager may postume compliance therewith until the timul determination of any such proceedings, provided they fail the firm intermed, the Morigager may, new beneating with the dolligence and dispatch, and if any lien or charge is incurred, the Morigager may, new orthologs, make the contest and delay compliance, provided the Morigage is foundful with security, reasonably satisfactory to it, against any less or injury by reason of such compliance or delay.
- 15. That in the event of Mortgagor's sale, conveyance, transfer or other disposition, whether voluntary or by operation of law, directly or indirectly (including, without limitation, by a sale, convoyance, transfer or other disposition of sit or any shores of stock, beneficial interests, partinuship interests or any other ownership interests in Mortgagor), of all or any portion of the Mortgagod Property, or of any right, title or interest therein, including, without limitation, his imposition of any mortgage, "ion, encumbrance, or lease, oven though it be completely subject and subordinate to this Mortgagod, or the consenting to or releastion of even though it be completely subject and subordinate to this Mortgagod Property, without the prior written any estemant or right of way benefitting at oncumbraing the Mortgagod Property, without the prior written consent of the Mortgagod, which consent may be granted or withhold in the sole featured on the Mortgagod, the Mortgagod may, at its cleaning, declare the entire unput distance of the Note to be immediately due and payable, together with interest and all other come the Mortgagod and secured by this Mortgagod.
- 16. That no part of the proceeds of the loan accured bereby will be used for the purpose (whether immediate, incidental or ultimate) of purphasing or carrying any margin stock, as such terms are defined in Regulation C (12 CPR part 207) of the Roard of Governors of the Federal Reserva Systemet for the purpose of reducing or retiring any indubtedness which was originally incurred for any such purposes.
- 17. For purposes of this Montgage the term "Herandous Materials" as used in this Montgage shall mean any substance and/or mutorial the manufacture, use, generation, storage, transportation or disposal of which is controlled by an subject to regulation under any Pederal, state or municipal statute, bule, low, regulation, antifurance, difference, order or decision including without limitation the Comprehensive Environmental Response, Comprehensive Environmental Response, Comprehensive and Liability Act of 1980, as amonded (42 U.S.C. Sections 960) gives.). To the bust of Montgages knowledge after concential investigation, neither Mortgages receasing owners of the Montgagest Property in a disposed of, produced, include handled, manufactured or used, stored on or transported to or from the Montgagest Property any Herandous Muterials in any manuar which violates

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 23 of 37

Claim 2 Part 3 Filed 10/18/17 Case 17-20316

Desc Exhibit recorded Mortgage

Page 6 of 9

fudetal, etate or municipal laws, ordinances, rulas, regulutions, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Mutarials. Mortgagur shull not cause or pormit the Mortgaged Property to be used to generate, manufacture, refine, Morgagor shall not cause or porms me storigaged Property to be used to gesorate, manifecture, reangulat, treat, store, handle, dispose, transfer, produce or probust lingurdous Materials, except in compliance with all spilleable federal, since and local lives or seguintions, our shall the Mortgagor cause or pertilit, as a result of any intentional or unautonitional set or omission on the past of Martgagor, a release of Hazardous Materials onto the Mortgagor il Projectly of each of the property which is not differed, oward or corrected by Martgagor inunediately upon such occurrence. Mortgagor shall defend, indomaily and half harmless Mortgagor, its omployees, a gignia, officers and directors, from sad against any claims, claimeds, possibles, for the little of the complete of any against any claims, claimeds, possibles. Morigages, its employees, agents, officers and directors, from and uguinst any claims, claimands, possibles, fines, finelihities, sentiaments, daminges, cours or expanses of whelever, kind or nature, know or unknown, contingent or otherwise, arising out of, or in any way related to the presence, disposal, release or threatened release of any Flazardous Materials, any possenul injury (including wrongful deast) or properly damage (real or possonal) arising out of or related to such Hazardous Materials loomed in, on or shout the Morigaged Property, any lawsuit brought or threatened, estiment reached, or government order relating to Hazardous Materials, und/or any violation of laws, orden, regulations, requirements or domands of government authorities, or any colletes or regularements of Morigages, which are based upon or in any way related to such Hazardous Materials including, without limitation, costs of investigation and inharatory fees, attorney and consultent fees, came costs and hithauton expenses. In the event Morigages takes possession of the Morigages Property persuant to the terms of this Morigage, Morigager shall deliver the Morigaged Property to Morigages free of any and all Hazardous Materials. to Morigagea free of any und all Hazardous Malurials.

- 18. In case any one or more of the provisions of this Martgage are hold to be invalid, literal or unenforceability and respect, and invalidity, diegality or unenforceability shall not affect any other provision hereof.
- 19. No consent or valves, express or implied, by the Martgages to or of any default by the Mantgager shall be construind as a consent or valver to or of any other default. The words "Martgager" and "Martgager" used herein means the puries named herein as such and their respective heirs executors, administrature, successors and assigns; end all obliquitons of the Morinago: horsunder and under the Note secured hureby shall be blidding upon the Mortginger and the potential amessages and assigns of the
- 20. This morituge is an the STATUTORY CONDITION and upon the further condition of full and seasonable compliance of the Moritager with all of the preceding terms, conditions, devenants and agreements, the any brough of wholes (a) the Moritager shall be in definite herender, (b) the Moritages shall be independently of three locates and may and all other rights and remedies given to a motifage und secured party have the sight of three locates and may all other rights and remedies given to a motifage und secured party and using as shall also have the STATUTORY POWIR OF SALIT mountains to applicable provisions of Titles and using a state that have been and shall be amended, and in connection therewith, Moritager schmoledges that this Moritager secures a loan or loans for business, commercial or agricultural justices. No remedy becan conferred on the Moritager is intended to be exclusive of any other cornedy and such and every remedy shall be committed as any different content of the failure to exceed any fight or manely shall in no event be capatituded as a waiver or tolesse thereof. Any failure by the Moritage so insist upon a waiver of any torms of provisions of this Moritage shall not be deemed to be a waiver of any torms of provisions of this Moritage shall not be deemed to be a waiver of any torms of provisions of this Moritage shall intend the right thereafter to insist a waiver of any torms or provisions of this Morigage and the Morigage shull have he right thereafter to insist upon this performance by Morigagor of any and all of such terms and provisions.
- This Mornings and all of the Instruments referred to herein and secured hereby shall be deemed to be a minuted much in and governed by the laws of the State of Molne.

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit
Proposed Amended POC Page 24 of 37
Case 17-20316 Claim 2 Part 3 Filed 10/18/17 Desc Exhibit recorded Mortgage
Page 7 of 9

22. The Morigague may, from time to time, upon twenty-four (24) hours prior notice to Mortgagor, inspect the Morigaged Property.

23. All statements, topics entations and information provided to Mortgages by Mortgages in connection with the Connection, of which this Mortgage and the instruments related to horse from part, were true when delivered to Mortgages and there have been no changes in the condition, financial or otherwise, of Mortgages inter the statements, representations were runde and information delivered to Mortgages, either than changes in the addinary course of husiness which have not, in the aggregate, been materially nutwise. There are no facts which the Mortgages can now foresee, is runsimally likely to which meterially and adversely five hors, so the se the Mortgages can now foresee, is runsimally likely to prove to affect materially and adversely the business, operation, properties, profits or condition from a conformal or otherwise) of the Mortgages of the stilling of the Mortgages to part form its obligations under the Note, this Mortgage Dend. or any instrument referred to horse.

' (Signature Appears on the Pollowing Popu)

7.

Proposed Amended POC Page 25 of 37 Case 17-20316 Claim 2 Part 3 Filed 10/18/17 Page 8 of 9 Desc Exhibit recorded Mortgage IN WITNESS WILL ROP Motininger has executed this Mottange Deel as of the 1st day of March, 2005. IN PRISBNCIR OF: Kittery Punt Parthers, I.L.C. By Pulul Nation Deptie Systo Duly Authorized Mernbory COUNTY OF WANTS // COUNTY and State, this 27th day of Cherif 2005, personally appeared Notes 545 / 2 and he acknowledged this instrument, by him signed, to be his free act and deed on Kittery Point Pariners, LLC. Before mo, Notary commission fescued in Chesteric My commission explica:

Case 17-20316

Doc 245-1

Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit

c 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Proposed Amended POC Page 26 of 37 Claim 2 Part 3 Filed 10/18/17 Desc Exhibit recorded Morto Page 9 of 9 Page 26 of 37 Desc Exhibit recorded Mortgage Case 17-20316 BXHIMTA A contain place or parcel of land allowed in Killery Point, in the Town of Killery, County of York and State of Maine, consisting of land with certain buildings thereon, bounded and departiced as follows: Beginning at a point on the Westerly sideline of Lowence Lenn, accepted, themse running in a Southwesterly situation by land now of formetty of Storm G. Decaur to the Placetonua Rivers thence running generally Easterly by said Rivers to fund new or formerly of William W. Howells thence running generally Northerly by land new or formerly of William W. Howells and Lawrence Lene to the point of beginning.

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Case 17-20316

Doc 245-1

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC

Case 17-20316 Claim 2 Part 4 Filed 10/18/17 Page 1 of 10

Page 27 of 37

Desc Exhibit Recorded Mortgage

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Received York 86

12/10/2007 9147AM

Debra L. Anderson

Register of Deeds

MORTGAGE DEED



Record 1st

Record and Return to: Jennifer McGovern: Bayview Financial, L.P. 4425 Ponce De Leon Blvd., 5th Floor Coral Gables, FL 33146

00355193607

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 28 of 37 Filed 10/18/17 Case 17-20316 Claim 2 Part 4 Desc Exhibit Recorded Mortgage

Page 2 of 10 ·

MORTGAGE DEED

KNOW ALL PERSONS BY THESE PRESENTS, that KITTERY POINT PARTNERS, LLC, a Delaware limited liability company with an address of Post Office Box 148, Brattleboro, Vermont 05302 (hereafter the "Mortgagor"), in consideration of Ten and More Dollars paid to its full satisfaction by MIDDLEBURY EQUITY PARTNERS, LLC, a Delaware Limited Liability Company with a mailing address of Post Office Box 25, Hinsdale, New Hampshire 03451 (the "Mortgagee"), by these presents, does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said MIDDLEBURY EQUITY PARTNERS, LLC and its successors and assigns forever, a parcel of land located at Kittery, York County, Maine, and more particularly described in Exhibit "A" attached hereto (the "Real Property"), together with all buildings and improvements now or hereafter erected thereon and all appurenances thereto, all permits and approvals issued to or for the benefit of the Real Property and the rents, issues and profits thereof; and all apparatus, fixtures and chattels now or at any time hereafter attached to, placed in or upon, or used in connection with the Real Property (the Real Property, buildings, permits, improvements and personalty being hereinafter referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the said granted Mortgaged Property, with all the privileges and appurtenances thereof, to the said Mortgagee, to its own use and behoof forever; and the said Mortgagor, for itself and its successors and assigns, covenant with the said Mortgagee, and its successors and assigns, that until the ensealing of these presents, it is the sole owner of the Real Property in fee simple, and have good right and title to convey the same in manner aforesaid, that the Real Property is FREE FROM EVERY BNCUMBRANCE; and it hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

THE CONDITION OF THIS DEED is such, that if the said Mortgagor, its successors and assigns shall well and truly pay or cause to be paid to the said Mortgagee, its successors and assigns, in accordance with the terms and conditions thereof, a certain promissory note executed by Mortgagor dated of or about even date herewith, and payable to the said Mortgagee, in the amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00) (the "Note") and all renewals, replacements and refinancings thereof, and all other sums due Mortgagee from Mortgagor which are presently due or become due in the future, and all other present or future obligations of Mortgagor due Mortgagee, whether direct or indirect, absolute or contingent, including without limitation any and all taxes, charges and expenses of every kind or description, legal fees and expenses paid or incurred by Mortgagee under or with respect to the Mortgaged Property, the terms of this Mortgage and any other instrument made by Mortgagor or given to Mortgagee to further secure the debt secured by this Mortgage, if Mortgagor shall keep and perform each of the covenants and agreements to be kept and performed by Mortgagor contained in this Mortgage Deed, then this Mortgage shall be null and void, otherwise to be and remain in full force and effect.

Mortgagor covenant and agree with Mortgagee as follows:

- Mortgagor hereby grants to Mortgagee a security interest in that portion of the Mortgaged Property to the extent it is personal property which is or may be subject to Maine Uniform Commercial Code.
- To pay the Note hereby secured and interest thereon, if any, as the same shall become due and payable and also any other indebtedness that may accrue to the Mortgagee under the terms of this Mortgage, or any other instrument given by Mortgagor to further secure the indebtedness hereby secured.
- That the Mortgagor will protect and maintain or cause to be maintained in good order, repair and condition at all times the buildings and structures now standing or hereafter erected on the Mortgaged

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 29 of 37

Case 17-20316 Claim 2 Part 4 Filed 10/18/17 Desc Exhibit Recorded Mortgage Page 3 of 10

Property, and any additions and improvements thereto, and the utility services, the parking areas and access roads, and all buildings, fixtures and equipment and articles of personal property now or hereafter used in connection with the Mortgaged Property and subject to the lien of this Mortgage, promptly replacing any of the aforesaid which may become lost, destroyed or unsuitable for use with other property of similar character.

- That the Mortgagor will keep or cause to be kept insured the Mortgaged Property and the interests and liabilities incident to the ownership thereof, including, without limitation, fire and casualty insurance, including extended coverage, and carry insurance against loss of rental income, and the use or occupancy of the Mortgaged Property, all as the Mortgagee may require and in manner, form, companies, sum and length of terms satisfactory to the Mortgagee; that all insurance policies are to be held by and, to the extent of its interests, are to be for the benefit of and first payable in case of loss to the Mortgagee, and the Mortgagor shall deliver to the Mortgagee a new policy as replacement for any expiring policy at least fifteen (15) days before the date of such expiration; that all amounts recoverable under any policy are hereby assigned to the Mortgagee and in the event of a loss the amount collected may, at the election of the Mortgagee, be used in any one or more of the following ways: (a) applied upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured; (b) used to fulfill any of the covenants contained herein as the Mortgagee may determine; (c) used to replace or restore the Mortgaged Property to a condition equivalent to that which existed prior to the damage or destruction of the Mortgaged Property and satisfactory to the Mortgagee; or (d) released to the Mortgagor. The Mortgagee is hereby irrevocably appointed by the Mortgagor as attorney of the Mortgagor to assign any policy in the event of the foreclosure of this Mortgage or other enforcement of Mortgagee's remedies for default by Mortgagor under this Mortgage.
- 5. That the Mortgagor will not commit or suffer any waste of the Mortgaged Property or any violation of any law, regulation or ordinance affecting the Mortgaged Property and will not commit or suffer any demolition, removal, material alteration of any of the buildings or improvements on the Mortgaged Property without the prior written consent of the Mortgagee, which consent will not be unreasonably withheld by Mortgagee, and will not violate nor suffer the violation of any restrictions, covenants or agreements, if any, of record affecting the Mortgaged Property.
- 6. To pay before the same become delinquent or before any penalty for non-payment attaches thereto all taxes, assessments and charges of every nature that may now or hereafter be levied or assessed or by reason of non-payment become a lien prior to this Mortgage, upon the Mortgaged Property or any part thereof, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes, and will thereupon submit to the Mortgagee such evidence of the due and punctual payment of such taxes, assessments, and charges as the Mortgagee may require.
- 7. To pay all sums, which if not paid in a timely manner, may result in the imposition of a lien on the Mortgaged Property and to pay all amounts due and perform all obligations secured by any subordinate lien or mortgage, permitted by Mortgagee as hereinafter provided, on the Mortgaged Property.
- 8. That if the Mortgagor shall neglect or refuse to keep or cause to be kept in good repair the property referred to above in Section 3, to replace the same as therein agreed, to maintain and pay or cause to be maintained and paid the premiums for insurance which may be required above under Section 4 or to pay and discharge or cause to be discharged all taxes of whatsoever nature, assessments and charges of every nature and to whomever assessed, as provided for above in Section 6, or to pay or cause to be paid the sums required by it to be paid and perform or cause to be performed the obligations required by it to be performed above in Section 7, the Mortgagee may, at its election, cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments, charges and sums, and any amounts paid as a result thereof, together with interest thereon at the Default Rate (as defined in the Note) from the date of such payment, shall

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 30 of 37

Case 17-20316 Claim 2 Part 4 Filed 10/18/17 Desc Exhibit Recorded Mortgage Page 4 of 10

be immediately due and payable by the Mortgagor to the Mortgagoe, and until paid shall be added to and become a part of the principal debt secured hereby, and the same may be collected as a part of said principal debt in any suit hereon or upon the Note.

- 9. That any and all award and awards heretofore made and hereafter to be made by any public or quasi-public authorities to the owners of the Mortgaged Property, including any award or awards for any change or changes of grade of streets affecting said Mortgaged Property, are hereby assigned to the Mortgagee, and the Mortgagee, at its election, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts and acquittances therefor, and may, at the Mortgagee's election, use such proceeds in any one or more of the following ways: (a) apply the same or any part thereof to the indebtedness secured hereby, whether such indebtedness then be matured or unmatured; (b) use the same or any part thereof to fulfill any of the covenants contained herein as the Mortgagee may determine; (c) use the same or any part thereof to replace or restore the Mortgaged Property to a condition substantially equivalent to the condition of the Mortgaged Property prior to the action giving rise to the payment of the award and satisfactory to the Mortgagee; or (d) release the same to the Mortgagor. The Mortgagor hereby covenant and agree, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award and awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.
- 10. That upon request Mortgagor will assign to the Mortgagoe as additional security for the Note, the Mortgagor's interests in any or all leases, agreements, contracts, licenses and permits affecting the Mortgaged Property, such assignments to be made by instruments in form satisfactory to the Mortgagee and authorizing the Mortgagee in the event of foreclosure, to sell and assign said interests to the purchaser at foreclosure, but no such assignment shall be construed as a consent by the Mortgagee to any lease, agreement, contract, license or permit so assigned, or to impose upon the Mortgagee any obligation with respect thereto.
- 11. That the Mortgagor will execute and deliver to the Mortgagee, in forms satisfactory to the Mortgagee, financing statements and such further assurances as the Mortgagee may from time to time reasonably consider necessary under the laws of the State of Maine to create, perfect and preserve the lien hereof upon the Mortgaged Property herein described or intended to be subject hereto and the Mortgagor authorize the Mortgagee at the expense of the Mortgagor to cause such statements and assurances and this Mortgage Deed to be filed and refiled, recorded and re-recorded, registered and re-registered at such times and places as may be required by law to so create, perfect and preserve the lien hereof upon said Mortgaged Property.
- 12. That upon any default in the payment of the indebtedness hereby secured, or in the payment of the taxes, assessments or charges aforesaid, or if waste be committed or permitted on or improvements removed from the Mortgaged Property without the prior written consent of the Mortgagee, or upon any default in the performance or observance of any other covenant, term, or requirement hereunder, the entire indebtedness hereby secured shall, at the election of Mortgagee, become due and payable and this Mortgage subject to foreclosure. The entire indebtedness secured hereby shall also become immediately due, at the election of the Mortgagee, if: (a) by order of a court of competent jurisdiction a receiver or liquidator or trustee of the record owner of the Mortgaged Property shall be appointed and shall not have been discharged within sixty (60) days, or if by decree of such court such owner shall be adjudicated bankrupt or insolvent and such decree shall continue to be undischarged and unstayed for thirty (30) days after the entry thereof, or if a petition to reorganize such owner pursuant to the Federal Bankruptcy Code or any other similar statute applicable to such owner as now or hereafter in effect shall be filed against such owner and shall not be dismissed within one hundred twenty (120) days after such filing; (b) if such owner shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or shall consent to the filing of any

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 31 of 37

Case 17-20316 Claim 2 Part 4 Filed 10/18/17 Desc Exhibit Recorded Mortgage Page 5 of 10

bankruptcy or reorganization petition under any such law, or if (without limitation of the generality of the foregoing) such owner shall file a petition for an arrangement or to reorganize such owner pursuant to the Federal Bankruptcy Code or any other similar statute applicable to such owner, as now or hereafter in effect; (c) if such owner shall institute any proceeding for its dissolution or liquidation, or shall make an assignment for the benefit of creditors, or shall admit in writing inability to pay his or its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of such owner; (d) if any report, statement, representation or warranty made by Mortgagor to Mortgagee was not true and accurate in all material respects as of the date when made; or (e) if Mortgagor shall default in the performance of their material obligations under the Note or any lien or mortgage encumbering the Mortgaged Property, whether such lien or mortgage be subordinate or superior to this Mortgago.

That whenever and as long as any default hereunder shall exist, the Mortgagee shall have, at its election, the right to declare all of the sums due Mortgagee and secured by this Mortgage to be immediately due and payable, and, subject to applicable law and 48 hours notice to Mortgagor, to enter into and take possession of all or any part of the Mortgaged Property and to use, operate, manage and control the same and conduct the business thereof and collect the rents and profits therefrom as the Mortgagee shall deem best. No such entry onto the Mortgaged Property by the Mortgagee shall be deemed to infringe upon or diminish the Mortgagor's right to redeem the Mortgaged Property or Mortgagor's equity of redemption in the Mortgaged Property under applicable law. Upon every such entry, the Mortgagee may from time to time at the expense of the Mortgagor make all such repairs, replacements, alterations, additions and improvements to the Mortgaged Property as the Mortgagee may deem proper and may exercise all rights and powers of the Mortgagor, either in its name or otherwise as the Mortgagee shall determine. All rents and profits from the Mortgaged Property collected by the Mortgagee shall be applied to pay the expense of holding and operating the Mortgaged Property, or conducting the business thereof, of all maintenance thereof, of all repairs, replacements, alterations, additions, and improvements thereto and to make all payments which the Mortgagee may be required or may reasonably elect to make, if any, for taxes, assessments, insurance, and other proper charges upon the Mortgaged Property or any part thereof as well as charges and reasonable compensation for the services of the Mortgagee and of all persons engaged and employed in conducting the operation of the Mortgaged Property. The remainder of such rents and profits, if any, shall be applied to the payment of all sums of principal and interest then due to the Mortgagee on the debt secured hereby. Mortgagee shall have, at any time after a default has occurred, all of the rights and remedies provided at law or in equity including without limitation the right to commence or cause to be commenced proceedings in a court of competent jurisdiction to foreclose the Mortgagor's equity of redemption in the Mortgaged Property. Mortgagor shall pay Mortgagee's reasonable costs and expenses in enforcing Mortgagee's rights under this Mortgage and any instrument secured hereby including without limitation all reasonable attorneys' fees paid or incurred by Mortgagee in connection with such action. In addition, to the extent the Mortgaged Property is personal property which is or may be subject to the Maine Uniform Commercial Code (hereinafter "Collateral"), Mortgagee shall have, with respect thereto all of the rights afforded a secured creditor after default pursuant to such statute, including without limitation, the right to require Mortgagor to collect the Collateral and deliver possession of the Collateral to Mortgagee and to sell, lease or otherwise dispose of the Collateral, and for that purpose the Mortgagee may, so far as the Mortgagor can give authority therefor, enter upon any Real Property on which the Collateral may be situated and remove the same therefrom. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Mortgagee shall give the Mortgagor at least fifteen (15) days' prior written notice of the time and place of any public sale of the Collateral or of the date, time and place of the closing of a private sale of the Collateral. If, prior to the entry of judgment in a foreclosure proceeding, all arrears of required payments of interest and principal and all sums paid or advanced by the Mortgagee under any provision hereof and the reasonable and proper charges, expenses and liabilities of the Mortgagee, its agents, attorneys and counsel and all other sums then payable herounder shall be paid or collected out of the Mortgaged Property and all defaults herounder shall have been cured, the Mortgagee shall surrender to the Mortgagor the

Case 17-20316 Claim 2 Part 4 Filed 10/18/17 Desc Exhibit Recorded Mortgage Page 6 of 10

federal, state or municipal laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Mortgagor shall not cause or permit the Mortgaged Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws or regulations, nor shall the Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor, a release of Hazardous Materials onto the Mortgaged Property or onto any other property which is not diligently cured or corrected by Mortgagor immediately upon such occurrence. Mortgagor shall defend, indemnify and hold harmless Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, know or unknown, contingent or otherwise, arising out of, or in any way related to the presence, disposal, release or threatened release of any Hazardous Materials, any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials located in, on or about the Mortgaged Property, any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials, and/or any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of Mortgagee, which are based upon or in any way related to such Hazardous Materials including, without limitation, costs of investigation and laboratory fees, attorney and consultant fees, court costs and litigation expenses. In the event Mortgagee takes possession of the Mortgaged Property pursuant to the terms of this Mortgage, Mortgagor shall deliver the Mortgaged Property to Mortgagee free of any and all Hazardous Materials.

- 18. In case any one or more of the provisions of this Mortgage are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.
- 19. No consent or waiver, express or implied, by the Mortgagee to or of any default by the Mortgagor shall be construed as a consent or waiver to or of any other default. The words "Mortgagor" and "Mortgagee" used herein mean the parties named herein as such and their respective heirs, executors, administrators, successors and assigns; and all obligations of the Mortgagor hereunder and under the Note secured hereby shall be binding upon the Mortgagor and the permitted successors and assigns of the Mortgagor.
- 20. This mortgage is on the STATUTORY CONDITION and upon the further condition of full and seasonable compliance of the Mortgagor with all of the preceding terms, conditions, covenants and agreements, for any breach of which: (a) the Mortgagor shall be in default hereunder, (b) the Mortgagee shall have the right of foreclosure and any and all other rights and remedies given to a mortgagee and secured party under the law of Maine, this Mortgage and any document it secures; and, (c) the Mortgagee and its successors and assigns shall also have the STATUTORY POWER OF SALE pursuant to applicable provisions of Titles 14 and 33 of the Maine Revised Statutes of 1964, as said statutes have been and shall be amended, and in connection therewith, Mortgagor acknowledges that this Mortgage secures a loan or loans for business, commercial or agricultural purposes. No remedy herein conferred on the Mortgagee is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing. The failure to exercise any right or remedy shall in no event be construed as a waiver or release thereof. Any failure by the Mortgagee to insist upon strict performance by Mortgagor of any or the terms or provisions of this Mortgage shall have the right thereafter to insist upon strict performance by Mortgagor of any and all of such terms and provisions.
- This Mortgage and all of the instruments referred to herein and secured hereby shall be deemed to be a contract made in and governed by the laws of the State of Maine.

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit
Proposed Amended POC Page 33 of 37
Case 17-20316 Claim 2 Part 4 Filed 10/18/17 Desc Exhibit Recorded Mortgage
Page 7 of 10

possession of the Mortgaged Property and thereupon the Mortgagor and the Mortgagee shall be restored to their former position and rights hereunder in respect to the Mortgaged Property, but no such surrender shall extend to or affect any subsequent default or impair any right consequent thereon. Any excess funds held by the Mortgagee after surrender of the Mortgaged Property to Mortgagor as provided herein shall be returned to the Mortgagor. Provided, however, that in the exercise by the Mortgagee of the rights hereinabove in this paragraph contained, the Mortgagee shall not be required to walve any other rights which it may have acquired by reason of any prior default of the Mortgagor, including but not limited to the right of acceleration and foreclosure, to the end that, unless the Mortgagee so elects, the Mortgagee is not required to cure past defaults with the net proceeds received from the operation of the Mortgaged Property under an exercise of the rights granted in this paragraph, but may instead elect to apply such not proceeds to the debt, as accelerated. The provisions of this paragraph are supplementary to the rights granted by law to the Mortgagee to enter upon and take possession of the Mortgaged Property or any part thereof for breach of condition of this Mortgage and to foreclose the same. Anyone dealing with the Mortgagee may rely conclusively upon a certificate by the Mortgagee that any notice of default required by this paragraph was given to the Mortgagor and that the action required of the Mortgagor to cure the default was not taken or prosecuted as provided herein, provided that such certificate is correct.

- 14. That the Mortgagor shall have the right to contest by appropriate legal proceeding, but without cost or expense to the Mortgagee, the validity of any laws, ordinances, orders, rules and regulations affecting the Mortgaged Property if compliance therewith may legally be held in abeyance without the incurrence of any charge, lien or liability against the Mortgaged Property, and the Mortgagor may postpone compliance therewith until the final determination of any such proceedings, provided they shall be prosecuted with due diligence and dispatch, and if any lien or charge is incurred, the Mortgagor may, nevertheless, make the contest and delay compliance, provided the Mortgagee is furnished with security, reasonably satisfactory to it, against any loss or injury by reason of such compliance or delay.
- 15. That in the event of Mortgagor's sale, conveyance, transfer or other disposition, whether voluntary or by operation of law, directly or indirectly (including, without limitation, by a sale, conveyance, transfer or other disposition of all or any shares of stock, beneficial interests, partnership interests or any other ownership interests in Mortgagor), of all or any portion of the Mortgaged Property, or of any right, title or interest therein, including, without limitation, the imposition of any mortgage, lien, encumbrance, or lease, even though it be completely subject and subordinate to this Mortgage, or the consenting to or relocation of any easement or right of way benefitting or encumbering the Mortgaged Property, without the prior written consent of the Mortgagee, which consent may be granted or withheld in the sole discretion of the Mortgagee, the Mortgagee may, at its election, declare the entire unpaid balance of the Note to be immediately due and payable, together with interest and all other sums due Mortgagee and secured by this Mortgage.
- 16. That no part of the proceeds of the loan secured hereby will be used for the purpose (whether immediate, incidental or ultimate) of purchasing or carrying any margin stock, as such terms are defined in Regulation G (12 CFR part 207) of the Board of Governors of the Federal Reserve System or for the purpose of reducing or retiring any indebtedness which was originally incurred for any such purpose.
- 17. For purposes of this Mortgage the term "Hazardous Materials" as used in this Mortgage shall mean any substance and/or material the manufacture, use, generation, storage, transportation or disposal of which is controlled by or subject to regulation under any Federal, state or municipal statute, rule, law, regulation, ordinance, directive, order or decision including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.). To the best of Mortgager's knowledge after reasonable investigation, neither Mortgager nor any prior owner of the Mortgaged Property has disposed of, produced, treated, handled, manufactured or used, stored on or transported to or from the Mortgaged Property any Hazardous Materials in any manner which violates

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 34 of 37
Case 17-20316 Claim 2 Part 4 Filed 10/18/17 Desc Exhibit Recorded Mortgage Page 8 of 10



23. All statements, representations and information provided to Mortgagee by Mortgagor in connection with the transaction, of which this Mortgage and the instruments referred to herein form a part, were true when delivered to Mortgagee and there have been no changes in the condition, financial or otherwise, of Mortgagor since the statements, representations were made and information delivered to Mortgagee, other than changes in the ordinary course of business which have not, in the aggregate, been materially adverse. There are no facts which the Mortgagor have not disclosed to the Mortgagee in writing which materially and adversely affect nor, so far as the Mortgagor can now foresee, is reasonably likely to prove to affect materially and adversely the business, operations, properties, prospects, profits or condition (financial or otherwise) of the Mortgagor or the ability of the Mortgagor to perform its obligations under the Note, this Mortgage Deed, or any instrument referred to herein.

(Signature Appears on the Following Page)

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 35 of 37

Filed 10/18/17 Desc Exhibit Recorded Mortgage Claim 2 Part 4 Page 9 of 10

IN WITNESS WHEREOF Mortgagor has executed this Mortgage Deed as of the 1" day of March,

IN PRESENCE OF:

KITTERY POINT PARTNERS, LLC

Rosemary LeBlanc

Print Name: Dapiel Systo Duly Authorized Member

STATE OF MANNE N/+
COUNTY OF YORK, SS.
CHES HIZE

Attitude, in said County and State, this 27th day of April , 2005, personally appeared Dance | 545 to , and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of Kittery Point Partners, LLC.

Rosemary Lebiane Notary Public

Notary commission issued in Cheshrie County My commission expires: hlauf 2016

NoseMary LegianC

Notary Public - New Hampshire
My Commission Expires October 24, 2006

Case 17-20316 Doc 245-1 Filed 11/14/19 Entered 11/14/19 16:06:53 Desc Exhibit Proposed Amended POC Page 36 of 37
Case 17-20316 Claim 2 Part 4 Filed 10/18/17 Desc Exhibit Recorded Mortgage Page 10 of 10

EXHIBIT A

A certain place or parcel of land situated in Kittery Point, in the Town of Kittery, County of York and State of Maine, consisting of land with certain buildings thereon, bounded and described as follows:

Beginning at a point on the Westerly sideline of Lawrence Lane, so-called, thence running in a Southwesterly direction by land now or formerly of Storer G. Decatur to the Piscataqua River; thence running generally Easterly by said River to land now or formerly Easterly by said River to land now or formerly thence running generally Northerly by land now or formerly of William W. Howells and Lawrence Lane to the point of beginning.

END OF DOCUMENT

Case 17-20316 Claim 2 Part 5

Filed 10/18/17 Page 1 of 1 Desc Exhibit 98 or 12 dessignment
Bk 15315 Pg 0090
Received York 88
12/10/2007 9:47AM
Debra L. Anderson
Register of Deeds

Record and Return to: Jennifer McGovern Bay View Loan Servicing, LLC 4425 Ponce de Leon Blvd., 5th Floor Coral Gables, Florida 33146

ASSIGNMENT OF MORTGAGE



Know all men by these presents that MIDDLEBURY EQUITY PARTNERS, LLC, existing under the laws of the state of Delaware, with an address of Post Office Box 25, Hinsdale, New Hampshire, herein designated as the Assignor, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt whereof is hereby acknowledged does by these presents assign to Baywewloan Servicing LLC 4425 Ponce de Leon Blvd., 5th Fi Coral Gables, Fi 33146 designated as the Assignee, a certain Mortgage Deed cated 3/1/2005, made by Kittery Point Partners, LLC on real property located at 10 Lawrence Lane, Kittery, Maine and more fully described as follows: SEE EXHIBIT "A"ATTACHED HERETO

To secure payment of the sum of Six Hundred Thousand and 00/100ths Dollars (\$600,000.00)

which mortgage is recorded in the clerk's office of the county of York, Maine, in Book 15315 of

Mortgages on Page 80 on (Recorded Simultaneously Herewith)

Original Lender: Middlebury Equity Farmers, LLC
TOGETHER with the Bond, Note or other Obligation therein described, and the money due and to grow due thereon with the interest.

TO HAVE AND TO HOLD the same unto said Assignee forever, subject only to all the provisions contained in the said Mortgage and the Bond, Note or other Obligation.

IN WITNESS WHEROF, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed.

IN PRESENCE OF:

MIDDLEBURY EQUITY PARTNERS, LLC.

Vitness Posemary LeBlanc

STATE OF NEW HAMPSHIRE COUNTY OF CHESHIRE

At Hinsdale, in said County and State, this 27th day of April, 2005, personally appeared LAWRENCE ENRIGHT, Duly Authorized Agent of MIDDLEBURY EQUITY PARTNERS, LLC, known to me, who acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of MIDDLEBURY EQUITY PARTNERS, LLC.

Seal

ORPORALLO COMIDEBURY EQUITY PARTNERS, LLC.

Before me, Caseman Le Plane.

Notary Public

Rosemary Leblanc

Notary commission issued in Chebute County
My commission expires: MISEMANY LEBEANG

Notary Public - New Hampshire My Commission Expires October 24, 2006

Prepared By: Lorene Wright Bayview Loan Servicing, LLC 4425 Ponce De Leon Blvd., 5th Floor Coral Gables, FL 33146

00355139176